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1 IN THE CIRCUIT COURT OF THE 12TH JUDICIAL CIRCUIT
 2 IN AND FOR MANATEE COUNTY, FLORIDA
 3 CASE NO. 2013-CA-002679

4 KB HOME TAMPA LLC,
 5 KB HOME ORLANDO LLC, and
 6 KB HOME FORT MYERS LLC,

Plaintiffs,

7 vs.
 8 A&D PLUS CONSTRUCTION SERVICES, INC.,
 9 SMC SYSTEMS, INC. d/b/a Skye Tec,
 10 ARCHER EXTERIORS, INC., ARTISTIC ALUMINUM, INC.,
 11 ATRIUM FLORIDA, INC. d/b/a ATRIUM WINDOWS & DOORS,
 12 INC., AVALON FLOORING, LLC, BRANCO LATH AND
 13 STUCCO, INC., BUILDERS FIRSTSOURCE - FLORIDA, LLC,
 14 CASMORE ENTERPRISES, INC., DJ KISHMAN ENTERPRISES,
 15 INC., 3G AIR CONDITIONING & HEATING, INC. d/b/a
 16 EASY A/C, FOX PROFESSIONAL COATING, INC.,
 17 GALLO BUILDING SERVICE, INC., H&H STUCCO & STONE,
 18 INC., H.F.S. TAMPA, INC., HAMWAY FLOORING, INC.,
 19 J&E SPECIALTIES, INC., JUAN'S PLASTERING, INC.,
 20 DIVISION 15-HVAC, INC. d/b/a JUST RIGHT AIR
 21 CONDITIONING, KENNETH TAYLOR SERVICES, INC.,
 22 MILLARD ROOFING, INC., PRO-BUILD EAST, LLC,
 23 STINKERBUG, INC. d/b/a PROGRESSIVE PAINTING
 24 CONTRACTORS, INC., RELIABLE ROOFING AND GUTTERS,
 25 INC., S.E. ALUMINUM, INC., S.W. SPECIALTY SERVICES
 OF SOUTHWEST FLORIDA, INC., SOUTHEAST FRAMING,
 INC., TOTAL FIBERGLASS SERVICES, INC. TRI CITY
 INSTALLATIONS, LLC, TRIAD BUILDING PRODUCTS, INC.,
 TURLINGTON ENTERPRISES, INC. d/b/a TURLINGTON
 CUSTOM STUCCO & PLASTERING, UNIVERSAL FOREST
 PRODUCTS EASTERN DIVISION, INC. n/k/a UPF EASTERN
 DIVISION, INC., 31-W INSULATION CO. INC., UNITED
 SUBCONTRACTORS, INC. d/b/a NCR/WEST COAST
 INSULATION, WATERS EDGE CONTRACTING OF FLORIDA,
 INC., WEST COAST PROPERTY CONSULTANTS, INC.,
 SILCOX KIDWELL & ASSOCIATES, PAUL KIDWELL, and
 HURRI-BOLT, INC.,

Defendants.

Page 3

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1 ARCHER EXTERIORS, INC.,
 2 Third-Party Plaintiff,
 3 vs.
 4 LUX EXTERIOR, INC., JT CONSTRUCTION, INC.,
 5 and JCSI CERTIFIED ROOFING CONTRACTORS, INC.,

Third-Party Defendants.

6 GALLO BUILDING SERVICES, INC.,
 7 Third-Party Plaintiff,
 8 vs.
 9 RJ CONSTRUCTION GROUP, INC., JS CONTRACTOR OF
 10 TAMPA, INC., GCJ CONSTRUCTION GROUP, INC.,
 11 WEST CENTRAL FLORIDA CONSTRUCTION, LLC,
 12 RAY CONTRACTING, INC., DALE HAYES MASONRY,
 13 INC.,

Third-Party Defendants,

14 vs.
 15 A&D PLUS CONSTRUCTION, INC. and BRANCO
 16 LATH & STUCCO, INC.,

Cross-Claimants.

DEPOSITION OF MATTHEW BROWN
 VOLUME 1
 (Pages 1 - 92)

Thursday, October 22, 2015
 10:09 a.m. - 12:14 p.m.
 Gulf Coast Executive Business Center
 Merrill Lynch Building
 871 Venetia Bay Boulevard
 Suite 230
 Venice, Florida 34292

 23 REPORTED BY:
 24 LAURA M. SEMIK, RPR
 25 Esquire Deposition Solutions - Tampa, Florida
 813-221-2535 (800-838-2814)
 Job No.: J0175826

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1 Deposition taken before Laura M. Semik,
2 Registered Professional Reporter and Notary Public
3 in and for the State of Florida at Large, in the
4 above cause.
5 * * * * *
6
7 WHEREUPON:
8 MATTHEW BROWN,
9 having been first duly sworn, was examined and
10 testified as follows:
11
12 DIRECT EXAMINATION
13 BY MR. KOPACZ:
14 Q Mr. Brown, my name is Joe Kopacz. I
15 represent Millard Roofing in this case. Have you
16 ever given a deposition before?
17 A Yes.
18 Q How many times?
19 A Multiple.
20 Q Okay. So you understand the ground
21 rules. I'll be asking you some questions
22 verbally. If you'll just give me a chance to let
23 me finish my question before you start responding;
24 it's hard for the court reporter to take two
25 people talking at the same time.

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1 If I ask you a question that you don't
2 understand, just let me know and I'll do my best
3 to rephrase it. Fair?
4 A Understood.
5 Q Can you state your full name for the
6 record?
7 A Matthew Brown.
8 Q Can you give me a general background of
9 your educational history?
10 A Graduated high school, joined the Marine
11 Corps, and I have my AA from a community college.
12 Q What year did you graduate high school?
13 A '94.
14 Q And did you go to the military right out
15 of high school?
16 A Two days after, yes.
17 Q How long were you in the military for?
18 A Three years.
19 Q What branch?
20 A Marine Corps.
21 Q What were your jobs in the Marine Corps?
22 A 0311 infantry, light armored
23 reconnaissance.
24 Q And you said you obtained your AA. Was
25 that while you were in the military or after you

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1 got out of the military?
2 A After, but I started in there where I
3 could.
4 Q And what school did you attend to obtain
5 your AA?
6 A Broward Community College.
7 Q When did you obtain your AA from Broward
8 Community College?
9 A 2000.
10 Q Was it a general AA or --
11 A Liberal arts.
12 Q Liberal arts.
13 Any other schooling after obtaining the
14 AA from Broward in 2000?
15 A Just industry-related certification
16 courses, things of that nature.
17 Q And what was your employment following
18 graduation from Broward with your AA?
19 A I worked for Home Dynamics, a residential
20 builder, did punch-out, customer service, became
21 the superintendent. I went to Lennar Homes as a
22 superintendent, lead superintendent. I moved from
23 the East Coast to the West Coast to be a project
24 manager for Lee Wetherington in Lakewood Ranch. I
25 left Lee Wetherington to work for KB Home as a

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1 regional construction manager. I'm currently
2 employed with WCI.
3 Q What years did you work with
4 Home Dynamics?
5 A '99, 2000.
6 Q Two years?
7 A Yes.
8 Q What was your title with Home Dynamics?
9 A Started out as punch-out, ended as
10 superintendent.
11 Q Was that single residential or commercial
12 or both?
13 A Both.
14 Q And what years did you work for Lennar?
15 A 2000 through 2002.
16 Q And what was your job title at Lennar?
17 A Lead builder.
18 Q And with Lennar, did you build
19 residential and commercial?
20 A Both, yes.
21 Q Was there a certain percentage that you
22 can remember?
23 A It was multiple projects.
24 Q Following Lennar, that's when you started
25 working for KB Home?

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1 A No. I moved to North Port and began
2 working for Lee Wetherington as a project manager
3 doing custom homes.
4 Q And you were with Lee Wetherington from
5 2002 until 2004?
6 A Yes.
7 Q And custom homes, I'm assuming that's
8 custom residential?
9 A Yes.
10 Q Any commercial?
11 A No.
12 Q And you started off as a project manager
13 with Lee Wetherington and ended as project
14 manager?
15 A Correct.
16 Q How many custom homes do you think you
17 built with Lee Wetherington?
18 A A hundred or so.
19 Q Why did you leave Lee Wetherington to go
20 to KB Home?
21 A It was a better position, regional
22 construction manager.
23 Q So you started off as a regional
24 construction manager for KB Home?
25 A Correct.

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1 Q Can you kind of explain what your job
2 responsibilities as a regional construction
3 manager for KB Home were?
4 A The construction was split
5 geographically. I handled the northern region for
6 most of the time. The superintendents, project
7 managers, and customer service reps reported to
8 me.
9 Q And you said the northern region. Can
10 you kind of --
11 A Everything north of the Caloosahatchee
12 River. At the time Willowbrook was not included,
13 it was part of the Sarasota division, so it was
14 from Bayshore Road through North Port and
15 everything in between.
16 Q Okay. In 2004, when you first started
17 working for KB Home, were you based out of the
18 Orlando? Tampa?
19 A Fort Myers.
20 Q Fort Myers.
21 MR. COGBURN: You guys are talking over
22 each other. Just be careful.
23 MR. KOPACZ: It gets complicated. Let me
24 finish the question.
25 THE WITNESS: I gotcha.

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1 BY MR. KOPACZ:
2 Q Let me finish the question so you know
3 where I'm going and give her a chance to get it,
4 because she'll get really mad at us.
5 Can you kind of describe the interviewing
6 process when you started working for KB Home?
7 A I met with Charles Cook, the division
8 president, and Chris Stevens, the vice president
9 of construction.
10 Q When you started working for KB Home in
11 the Fort Myers division, which projects did you
12 start on?
13 A Creekside, Oak Harbour, Tuscany Isles,
14 Deep Creek, North Port, Burnt Store Lakes, Burnt
15 Store Village. I believe that was it.
16 Q And when you started working for KB Home
17 as a regional construction manager, did KB Home
18 provide any type of training for you?
19 A Yes.
20 Q What was the training they provided?
21 A Well, there was consistent training that
22 we did through the corporate systems that were in
23 place.
24 Q What were the corporate systems in place
25 for people coming on to KB Home in 2004?

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1 A Computer-based modules recording the
2 business model operations, quality control,
3 various things of that nature.
4 Q Were there certain programs for modules
5 that you had to do before you got put on the job,
6 or was that continuous throughout?
7 A Continuous throughout.
8 Q Anything like initial modules that you
9 had to do when you started at KB Home?
10 A No.
11 Q As a regional construction manager for
12 KB Home, was anybody underneath you?
13 A Yes.
14 Q Can you explain?
15 A As I stated earlier, all the
16 superintendents that were tasked with building
17 homes in the communities, the service reps that
18 handled the customer service in those respective
19 communities were my direct reports.
20 Q Are there also project managers, or are
21 you lumping them into the superintendents? Are
22 there two different job titles?
23 A They are two different job titles. I
24 don't believe there was project manager positions
25 when I first started with KB. That was something

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1 that came up later on.
2 Q When you first started with KB Home, it
3 was regional construction manager and underneath
4 it was superintendents and the customer service
5 side of it would be underneath the
6 superintendents, or did the superintendents wear
7 two hats?
8 A No, customer representatives were
9 separate from superintendents, but they did not
10 report to the superintendents.
11 Q Okay. And these projects that you listed
12 earlier when you first started at KB Home in 2004,
13 were these attached products or all detached
14 products?
15 A For the most part detached.
16 Q Single residential homes?
17 A Single residential homes. Bayshore was
18 an attached multifamily product, four, six, and
19 eight plexes.
20 Q And you started at KB Home in 2004 in the
21 Fort Myers division. How long did you stay in the
22 Fort Myers division for KB Home?
23 A I don't recall the exact date, but until
24 the Fort Myers division closed.
25 Q Can you give me an approximate year the

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1 Fort Myers division closed?
2 A I think in 2008, I believe it was
3 absorbed by the Tampa division and then by the
4 Orlando division.
5 Q And then when they got absorbed by the
6 Tampa or Orlando division, which division were you
7 part of?
8 A Originally Tampa, and then Orlando
9 absorbed Tampa.
10 Q How long were you with the Tampa
11 division?
12 A Less than a year before it was absorbed
13 by Orlando.
14 Q And when you moved to the Tampa division,
15 what projects were you assigned to?
16 A When the Tampa division absorbed
17 Fort Myers, I was no longer a regional
18 construction manager; there wasn't a region down
19 in Fort Myers anymore. At that point I was
20 working in the field building homes in
21 Willowbrook.
22 Q Was your only assignment the Willowbrook
23 community when you transferred from the Fort Myers
24 to the Tampa division?
25 A It wasn't really a transfer, but I

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1 mean --
2 Q Absorption?
3 A Yes. That was the only community.
4 Actually, no, I stand corrected. I went to
5 Willowbrook briefly and then had some things to
6 wrap up down in the Fort Myers division, some spec
7 homes, closings, some customer service issues. I
8 did that for a few months and then was back up in
9 Willowbrook.
10 Q How long were you in the Willowbrook
11 project for?
12 A Best I can recollect, a year.
13 Q When the Fort Myers division got absorbed
14 by the Tampa division, do you know any other
15 superintendents or other customer service
16 representatives that kind of went with you to the
17 Tampa division?
18 A Initially, yes. Initially when we were
19 absorbed by Tampa, James Schug -- Cathy Burford
20 was not a superintendent, but she was the sole
21 remaining customer service representative --
22 Scott Sesik, John Turner, Demetrik Harris, that's
23 all I can recall.
24 Q And these five individuals that you
25 described, were they all assigned to the

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1 Willowbrook community as well, or did they get
2 assigned to other projects that the Tampa division
3 was working on at that point?
4 A Well, they handled wrapping up operations
5 down in Fort Myers as well. After that point some
6 did go up to Willowbrook. Scott went up to
7 Willowbrook. Cathy helped out in Willowbrook.
8 Demetrik helped out in Willowbrook. Some of the
9 others were part of a reduction in force and were
10 let go and some of them moved on on their own.
11 Q And what was your job title when you
12 started working at Willowbrook?
13 A Project manager.
14 Q How was being a project manager for
15 KB Home different than the regional construction
16 manager?
17 A Project manager handles specific
18 day-to-day operations in a particular project. A
19 regional construction manager looks at it from a
20 more macro perspective regarding the business
21 plan, overseeing multiple communities.
22 Q So as a project manager, you're more
23 assigned to just one particular community at a
24 time?
25 A Correct.

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1 Q As a project manager at the Willowbrook
2 project, I guess the superintendents would report
3 to the project manager?
4 A No, not in that case. My title was
5 project manager, but there was another gentleman
6 there, Danny Vinson, who was also a regional
7 construction manager in the Tampa division. As
8 the market contracted, Danny was also -- his title
9 was downgraded to a project manager as well, and
10 basically him and I shared the responsibilities of
11 the day-to-day operations in the community. There
12 were no other superintendents there to report to
13 us. It was him and I.
14 Q My understanding is Willowbrook was built
15 in two phases. Is that also your understanding?
16 A It is. I was not there for the second
17 phase.
18 Q Okay. When you started working at
19 Willowbrook, how many buildings had been completed
20 at that point?
21 A Well, just to clarify -- we skipped over
22 this -- when Fort Myers absorbed Sarasota prior to
23 Tampa absorbing Fort Myers, I was up overseeing
24 Willowbrook in a regional manager capacity. What
25 we're speaking of now is when Tampa absorbed

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1 Fort Myers and I went up to Willowbrook titled as
2 a project manager but was really the acting
3 superintendent with Danny Vinson in that
4 neighborhood.
5 Q Okay. What period of time did Fort Myers
6 absorb Sarasota?
7 A To be honest with you, the dates are -- I
8 mean, this was a long time ago and a lot has
9 transpired since then. I don't remember exactly.
10 Q Okay. How long were you acting still as
11 the regional construction manager when Fort Myers
12 absorbed Sarasota? What period of time were you
13 working as a regional construction manager over
14 the Willowbrook project?
15 A For most of 2006, I believe.
16 Q And as regional construction manager in
17 2006 overseeing Willowbrook, who were the
18 superintendents and/or project managers who were
19 building Willowbrook in 2006?
20 A Sean Taylor, Scott Sesik, John Turner
21 briefly. I believe that was it. There was a lot
22 of rotation of staff, just to cover closings,
23 market contracting. A lot of things factored in.
24 Q When you were a regional construction
25 manager in 2006 overseeing the Willowbrook

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1 project, how many buildings had been started
2 and/or completed in Willowbrook, if you remember?
3 A I don't remember exactly which buildings,
4 but I would say 20 had been started, maybe half a
5 dozen had been closed.
6 MR. COGBURN: Did he say a half dozen or
7 a dozen?
8 (The court reporter read the record as
9 follows: I don't remember exactly which
10 buildings, but I would say 20 had been started,
11 maybe half a dozen had been closed.)
12 BY MR. KOPACZ:
13 Q Do you have any idea what 20? Do you
14 recall the building numbers out at Willowbrook?
15 A No.
16 Q If I showed you a diagram that KB Home's
17 expert has created -- I don't think I'll mark
18 it -- if you could review it --
19 A That might be helpful.
20 MR. KOPACZ: Show it to KB's counsel.
21 THE WITNESS: You would like to know the
22 buildings that I believe were closed when I
23 went up there as regional construction manager?
24 BY MR. KOPACZ:
25 Q The ones that were started when you first

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1 got involved with Willowbrook.
2 A Excluding the ones that were closed when
3 I got up there?
4 Q Let's go with ones started, and then we
5 can figure out which ones were closed.
6 A 10, 11, 12, 13, 1 through 9, 50, 51, 19
7 and 18.
8 Q Is that all 20?
9 A Those are the ones that were started.
10 The ones that were closed were 14, 15,
11 16. 10 or 12 might have been closed, not just
12 started. I don't really recall.
13 Q When you say "started," how much of the
14 buildings had been started? I guess at what point
15 when they get closed do they get completed? Do
16 you understand the question?
17 A I would say started were the ones that
18 were under construction that were not certified
19 for occupancy and obviously not lived in at the
20 time. They were at various stages of
21 construction: some of them were at the block
22 stage, some were at the framing stage, some were
23 in the drywall stage, some were in the pre-closing
24 stage. I don't recall which building was in which
25 stage when I started.

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1 Q I understand that.
2 I was just trying to figure out how many
3 buildings had been started and not completed at
4 one time. I guess it could be 20 at one time?
5 A Yes.
6 Q And you believe six of them had been sold
7 and were completed?
8 A Correct.
9 Q And --
10 A Been completed. Not all the units in the
11 building upon completion were occupied. There
12 were spec homes mixed in with that.
13 Q And then when you started there at
14 Willowbrook in 2006, how often would you go
15 actually out to the Willowbrook project?
16 A Daily.
17 Q These 20 buildings when you first
18 started, do you know the construction of the decks
19 on those?
20 A Yes.
21 Q Explain to me how the decks of these 20
22 buildings in 2006 were constructed.
23 A Are you referring to the structural
24 components or are you referring to the
25 weatherproofing on the deck itself?

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1 Q Both.
2 A Both. Through my tenure there, whether
3 it was as a regional construction manager or as a
4 superintendent on the ground, they were all
5 structurally built the same way per plan, which
6 was wood framing members. There was a lot of back
7 and forth on how they were sealed and it changed
8 several times. Prior to me getting up there it
9 was sealed with a fiberglass coating, which did
10 not work out very well.
11 Q Let me ask you this: As the regional
12 construction manager in 2006 on the Willowbrook
13 project, were you involved in creating the scopes
14 of work that would be delegated out to the subs?
15 A The scopes of work had already been
16 established prior to me getting up there. That's
17 done by purchasing in advance of the project
18 starting.
19 Q Okay. So when you came on the
20 Willowbrook project, are you provided those scopes
21 of work to determine which subs are going to be
22 doing what work on the project?
23 A Yes.
24 Q And which subs were tasked with doing any
25 work on the decks?

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1 A Honestly, the vendor base changed
2 frequently. All the vendors really touched the
3 deck -- I mean, it's part of the shell of the
4 home -- the stucco company, the framing company,
5 the company that did the Tyvek, the roofer, the
6 painter, the window guy. Really, whoever had any
7 construction on the building itself pretty much
8 touched the deck.
9 Q I understand that.
10 Who was generally tasked with the
11 waterproofing of the decks when you first started
12 in 2006 at Willowbrook?
13 A I don't recall the company that was
14 responsible for the Tyvek when I first started.
15 I don't recall who they had doing the fiberglass
16 sealing of the decks, because when I started we
17 had stopped that process so I never really had
18 interaction with those vendors.
19 Q What do you mean, "We had stopped that
20 process"?
21 A Prior to me going up to Willowbrook,
22 prior to me taking over that role as regional
23 construction manager, I was sent there by the
24 director of construction of Fort Myers,
25 Sean McNelis, with my counterpart, Sean Skinner,

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1 to evaluate some of the water intrusion issues
2 that had occurred in Willowbrook due to the decks.
3 Q And that was the beginning part of 2006?
4 A I would say yes. The best I can
5 remember, yes.
6 Q And how many decks were experiencing
7 water intrusion at that point?
8 A I don't know an exact number. I can tell
9 you for the most part most of them.
10 Q When you say you were involved in going
11 out to Willowbrook to inspect, is that different
12 from the 20 buildings we were talking about
13 earlier?
14 A It was the same buildings, it was just in
15 a different -- I was not up there in an official
16 capacity to be the regional construction manager
17 for that area. Mark Parsons was the regional
18 construction manager for that area. It was
19 obviously the Sarasota division.
20 Sean McNelis just knew that we would be
21 absorbing that division. He had asked me, you
22 know, understanding my experience in the industry,
23 to go up there and evaluate the situation and tell
24 him what my thoughts were.
25 Q Is it fair to say when you first went out

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1 there regarding these water intrusion issues with
2 the decks, it was the same 20 buildings when you
3 actually got assigned as regional construction
4 manager?
5 A Yes. Some of the decks were in the
6 process already of being remediated for water
7 intrusion at the time, which Mark Parsons handled
8 directly.
9 Q And I may have asked you this already.
10 How many of the 20 buildings were
11 experiencing water intrusion at the decks?
12 A I couldn't give an exact number. I
13 would -- it's safe to say the lion's share of
14 them.
15 Q Okay. And of these 20 buildings, was it
16 the third-floor deck or the second-floor deck or
17 both that were experiencing water intrusion?
18 A Both.
19 Q And when you first went out there to
20 evaluate the decks, what was your conclusion of
21 why the decks were experiencing water intrusion?
22 A Multiple reasons: some of them due to
23 design, some of them due to installation of
24 products, some of them due to the products
25 themselves.

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1 Q Let's start with the design.
2 What was the issue with the design?
3 A The issue with the design was that in my
4 opinion a roof should have been built into the
5 third floor. The third-floor balcony was not
6 covered by a roof, which I thought gave us greater
7 potential for water intrusion. My recommendation
8 was to submit to architecture, adjust the prints,
9 and add a hip roof to the third-floor decks.
10 Q As a regional construction manager, the
11 issue you just described, what was the procedure
12 of getting KB architecture involved?
13 A Well, keep in mind at the time when I
14 went up and made the recommendation, I was not the
15 acting regional construction manager over that
16 area. But the process was to -- I had no
17 involvement. That was above my pay grade, making
18 changes like that. I could merely make a
19 recommendation.
20 I did make a recommendation to the
21 director of construction. I expressed my concerns
22 in the operations meeting where the division
23 president was present, the vice president of
24 purchasing was present, and some of the other
25 directors as well.

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1 Q And who did you first voice your
2 recommendation to at KB Home? The director of
3 operations, who was that person?
4 A The director of construction,
5 Sean McNelis, as well as Jeff Kelley, who was the
6 vice president of purchasing.
7 Q And this recommendation was given at an
8 operations meeting, or was that something just
9 directed just to these two gentlemen?
10 A Both. Directly to those gentlemen as
11 well as in the following operations meeting where
12 the issues in Willowbrook were discussed.
13 Q When was this operations meeting
14 conducted?
15 A The dates are all kind of a blur. I
16 mean, I built thousands of homes since then. I
17 can tell you it was the next operations meeting
18 after my visit to Willowbrook, and we met weekly
19 for an operations meeting, so anywhere from one
20 day to, you know, five, six days.
21 Q Were any of the subs or anybody outside
22 of KB Home welcomed at these operations meetings
23 to discuss these issues?
24 A No.
25 Q After you made the recommendation

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1 regarding the design, what happened after that?
2 A The specifics of what happened I was not
3 involved in or unaware. I just know the decision
4 was made not to proceed with the installation of a
5 roof on the third-floor deck.
6 Q Okay. Do you know how much it would have
7 cost to put the roof over the third-floor deck?
8 A At this time, I don't recall. I know
9 that purchasing, Jeff Kelley, had done some
10 preliminary cost benefit analysis to determine
11 what those costs would have been. Those
12 discussions were held, but I was not privy to
13 those.
14 Q In any event, they did not follow your
15 recommendation about putting a roof overhang?
16 A Correct.
17 Q You described there were also
18 installation issues regarding the decks when you
19 first evaluated Willowbrook. What were the
20 installation issues?
21 A Well, the two go hand in hand, the design
22 and the installation. You know, these were
23 wood-framed structures. I felt it would have been
24 a much better product if it was done with block as
25 opposed to wood framing. It's easier to seal the

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1 block than it is to seal the wood framing. We
2 were following the print.
3 Installing Tyvek is problematic on such a
4 structure in residential construction due to the
5 competence of the labor force installing the
6 Tyvek. Installing Tyvek on a three-story
7 structure is not the same as installing Tyvek on
8 the gable end of a single-story residential
9 single-family home nor is it the same as a
10 two-story single-family home.
11 The subs were just not -- the subs
12 locally -- I mean, this isn't California, they're
13 not used to putting it in the way they should. It
14 was a constant battle. Although you can supervise
15 them as much as you want, it's really hard to
16 inspect every aspect of it and know that nothing
17 has been damaged, that that membrane has not been
18 perforated or damaged in any way prior to you
19 stuccoing it.
20 I had issue with the stucco
21 subcontractors in how they installed the wire lath
22 and applied the stucco, so that was an
23 installation issue.
24 I think more importantly it was the
25 products being used to waterproof the deck. The

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1 installation of those products were acceptable,
2 but the products being used, in my opinion, were
3 not the right products to be used.
4 Q And you mentioned the Tyvek and the
5 stucco. Are you relating that to the deck itself,
6 or are you talking about on other parts of the
7 condominium?
8 A Well, the Tyvek and the stucco was not on
9 the floor of the deck itself.
10 Q I understand that.
11 A But obviously, if you have a water
12 intrusion on a wall that's attached to the deck
13 and it gets into the wall and runs down -- the
14 deck is an opening in the floor -- water will take
15 the path of least resistance and will end up
16 inside the home. So the two kind of go hand in
17 hand.
18 And the Tyvek and stucco is part of what
19 seals the walls on the deck, particularly the
20 third floor. The third floor did not have a roof,
21 so obviously the walls don't go up and connect to
22 a roof, so they're knee walls -- I think it was 42
23 inches, if I recall -- and then there's a cap on
24 them, so, you know, that Tyvek and stucco was
25 directly applied to that.

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1 Q Okay. And then last you said the
2 products being used on the 20 buildings that you
3 evaluated in Willowbrook around the 2006 period.
4 What was the issue with the products?
5 A I just felt that it was not the right
6 product to use in that application for a multitude
7 of reasons.
8 Q Such as?
9 A Well, for one, I felt that the fiberglass
10 coating was not going to even on installation seal
11 the deck let alone through prolonged exposure to
12 the weather and foot traffic. Afterwards, on the
13 homes that were under construction when I got up
14 there, they started doing tile on the decks, which
15 I didn't feel was the right product.
16 Then we went to a peel-and-stick, which I
17 was vehemently opposed to as well. Peel-and-stick
18 is not meant for foot traffic. Peel-and-stick is
19 meant to go on a roof where there's bare minimum
20 foot traffic. I recommended using a hot mop
21 modified roofing membrane to seal the deck as well
22 as the end caps.
23 Q Let me try to refocus.
24 The 20 buildings that you saw originally,
25 were all the decks fiberglass, those 20, or was

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1 that a combination of tile and fiberglass?
2 A Combination of both.
3 Q How many do you think were fiberglass
4 compared to how many were tile?
5 A The majority of them were tile. There
6 were a few of them that were fiberglass that were
7 still left.
8 Q Were there more water intrusion issues
9 with the fiberglass or more water intrusion issues
10 with the tile?
11 A Initially with the fiberglass, but, as I
12 suspected, over time the tile would be just as
13 problematic.
14 Q And can you kind of explain a little bit
15 about how the fiberglass was actually installed on
16 the decks to be used as a waterproofing item?
17 A I was not there to see the applications
18 go on. That was stopped when I got up there, so I
19 never really saw how they were installed.
20 Basically, it's a fiberglass coating that was
21 applied in theory to waterproof the deck to seal
22 everything up.
23 Q And was the fiberglass directly over the
24 sheathing, or was there another membrane in
25 between the fiberglass and the sheathing on the

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1 decks?
2 A No, there was no additional membrane.
3 Q How was the fiberglass sealed on the
4 decks?
5 A Well, in theory the fiberglass is what
6 was to seal the deck. Then there was a decorative
7 deck coating like a flocrete product applied over
8 it.
9 Q And then same with the tile, how was that
10 installed?
11 A I believe there was a crack suppression
12 membrane which would also in theory serve as a
13 waterproofing membrane and then the tile applied
14 over that.
15 Q And do you know if a particular type of
16 sheathing was used on the decks, the 20 decks that
17 you evaluated?
18 A Three-quarter-inch tongue-and-groove OSB.
19 Q Do you know what type of membrane was
20 placed under the tile?
21 A I don't recall the manufacturer. It was
22 the standard crack suppression membrane that the
23 tile company used. Wayne Wiles was the
24 subcontractor who did that installation.
25 Q Wayne Wiles?

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1 A Yes.
2 Q Are they just a deck waterproofing
3 company, or are they also a roofing company?
4 A They're neither. They're a flooring
5 company.
6 Q Do you know how many of the decks that
7 Wayne Wiles did?
8 A The majority of those 20.
9 Q Okay.
10 A An exact number, I don't recall.
11 Q After you made an evaluation of the 20
12 decks, were you there when the remediation efforts
13 were taking place on these 20 decks, or were you
14 not part of that process?
15 MR. COGBURN: Form.
16 THE WITNESS: Some were done prior to me
17 being up there. To be honest with you, I don't
18 think there was a time in Willowbrook where
19 there was not a leaking deck being remediated
20 at some point.
21 The level of remediation differed. Some
22 of them were catching it early and just trying
23 to remediate and fix the issue that was causing
24 the water intrusion. Some of it was more
25 extensive, you know, putting up a zip wall and

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1 ripping off the entire back deck and replacing
2 it. That I was not there for.
3 BY MR. KOPACZ:
4 Q And this remediation of the decks out at
5 Willowbrook, these 20, who was performing the
6 remediation? Was it the original subs, or did
7 KB Home get a separate company to come back and do
8 the remediation work on those 20 buildings that
9 you described?
10 A There was not a separate company who
11 handled solely the remediation. The remediation
12 was handled from a supervisory capacity through
13 direct KB Home employees. The vendors who did the
14 work it was probably a combination. Some of them
15 were not the vendors that originally did the work.
16 There might have been some vendors who were
17 involved in the original building of the home, so
18 it was a mix. Some were new vendors. There was a
19 lot of vendor changing that went on up there, so
20 it's hard to remember who did what.
21 Q Did any KB employees do the remediation
22 work on those 20 decks?
23 A Just from a supervisory role. There was
24 no one out there from KB swinging a hammer or
25 using a saw.

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1 MR. KOPACZ: Can we take a few minutes.
2 (Recess taken from 10:53 a.m. to
3 11:04 a.m.)
4 BY MR. KOPACZ:
5 Q We were briefly discussing the
6 waterproofing of the decks of the 20 buildings
7 when you first evaluated those. Was there a
8 period of time when you first evaluated the 20
9 buildings and the decks until you became the
10 regional construction manager or the project
11 manager for Willowbrook at that community?
12 A Yes.
13 Q About how long was it?
14 A Approximately eight months.
15 Q Eight months until you got back out to
16 Willowbrook?
17 A Until I got back out to Willowbrook as a
18 superintendent, yes, or project manager.
19 Q And then after the break for eight
20 months, did you go back out to Willowbrook to
21 evaluate or did you only go out to Willowbrook to
22 evaluate the 20 buildings the one time?
23 A Actually, I stand corrected. I think I
24 went out there and evaluated the homes probably --
25 three months later is when I went up there in a

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1 regional construction manager capacity, and at
2 that point I was overseeing the community from a
3 regional construction manager capacity for
4 approximately six months, then I went down to
5 Fort Myers, wrapped up operations down there, and
6 then at that point came back up actually as a
7 project manager tasked with building the homes in
8 the field.
9 Q Okay. And the six months that you went
10 back to Willowbrook after initially evaluating,
11 were you involved in completing the rest of the 20
12 buildings that hadn't already closed?
13 A Yes.
14 Q Who was the superintendent underneath you
15 that six months, or was there a project manager
16 there as well?
17 A There were several superintendents up
18 there at the time: John Turner, Scott Sesik,
19 Sean Taylor. I believe that was it, but there
20 might have been one or two more that came and
21 went.
22 Q And in that six months that you were the
23 regional construction manager, were you there on a
24 daily basis?
25 A Yes.

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1 Q How did that work? You guys were doing
2 remediation on the decks and also completing the
3 20 buildings as well?
4 A Yes. The buildings that were under
5 construction didn't need to be remediated at the
6 time, there were no leak issues. They had
7 switched from the fiberglass to the crack
8 suppression and the tile and at that point none of
9 those had leaked.
10 Some of the homes that were done prior to
11 me being there as a regional construction manager,
12 the homes that had closed, those were already
13 85 percent remediated. There was about 15 percent
14 due to homeowner access, or whatever the reasons
15 were, where the remediation was not completed, and
16 those homes I was there when they were being put
17 back together.
18 Q And in the six months that you went back
19 out there, how many of the homes eventually were
20 completed at that point, in that six-month period?
21 A How many were completed during that six
22 months while I was up there?
23 Q Yeah.
24 A 10 to 12.
25 Q So there was still about four or five

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1 that were still under construction when you went
2 back to Fort Myers for the brief stint to wrap
3 everything up?
4 A Correct.
5 Q And when you left the project as regional
6 construction manager after that six months, who
7 took your place?
8 A Danny Vinson.
9 Q What project did you work on when you
10 went back to Fort Myers? Was it a matter of doing
11 warranty work, or were they closing on homes?
12 A Both. I finished the construction in
13 Bayshore Commons, Town Lakes, Vistana, as well as
14 spec home completion in Deep Creek and North Port,
15 and possibly Cape Coral.
16 Q How long did it take you to wrap up
17 Fort Myers before you went back to Willowbrook?
18 A Another six months probably.
19 Q Okay. And then at some point Fort Myers
20 is wrapped up, Sarasota is wrapped up, and then
21 you got placed back to Willowbrook as a full-time
22 project manager?
23 A Correct.
24 Q At that point had all the 20 buildings
25 been completed and sold?

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1 A Completed, yes; sold, I don't recall.
2 Q Did you start new construction when you
3 went back out there as project manager?
4 A Yes.
5 Q Which buildings did you start on next?
6 A 39 through 43, 44 through 47, maybe even
7 37 and 38.
8 Q The time period that you were wrapping up
9 Fort Myers and absorbed Sarasota, were any
10 additional buildings started other than the 20
11 that when you left Willowbrook to go back to
12 Fort Myers, or was it still just the 20 buildings
13 out at Willowbrook?
14 A No, there were additional buildings
15 started.
16 Q Do you know what other buildings were
17 started, or are those not the ones that --
18 A Those were the ones I mentioned. Some of
19 them were started but in very preliminary stages
20 of construction, slab stage, block stage. Nothing
21 was under roof at the time, at least that's the
22 best of my recollection.
23 Q And when you went back out as the project
24 manager at Willowbrook, do you know approximately
25 what month and year that was?

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1 A I don't recall.
2 Q Do you know if it was in 2007 or 2006?
3 Do we know what year?
4 A 2007 was more probable.
5 Q The beginning part? The middle part? Do
6 you know?
7 A I believe the middle.
8 Q And at that point, was Danny Vinson still
9 the project manager there at the time?
10 A At that time that's when Danny became a
11 project manager. Prior to that he was a regional
12 construction manager.
13 Q At that point when you came back, you and
14 Danny Vinson were tagged as the project managers?
15 A Correct.
16 Q And was there any regional construction
17 manager at that point, or was that position
18 eliminated?
19 A Tom Schramski was the regional
20 construction manager at the time.
21 Q And when you and Danny Vinson were the
22 project managers of Willowbrook, did you guys use
23 the same subs that were being used on the 20
24 buildings previously or was there a change in
25 subs?

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1 A For the most part they were changed.
2 Q And why were the subs changed at that
3 point?
4 A Various reasons. That's handled by
5 purchasing, not by the guys in the field.
6 Q Did you and Danny Vinson have any say in
7 which new subcontractors would be used out at
8 Willowbrook?
9 A No.
10 Q Was there any bidding of the subs to
11 determine who would get the project out at
12 Willowbrook when it got started back up?
13 A Again, like I said before, that was
14 handled by purchasing. I would assume that there
15 was, but it would be an assumption. I was not
16 involved in those negotiations, so I don't know
17 how they determined what subcontractors they were
18 going to use and who they were going to keep and
19 so forth.
20 Q And who was the person in charge of
21 purchasing at that time when you and Danny Vinson
22 were just the project managers at Willowbrook?
23 A Chad Burlingame.
24 Q And had Chad Burlingame just recently
25 been promoted to director of purchasing at that

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1 point?
2 A No.
3 Q Was he also the director of purchasing
4 when you first evaluated the 20 buildings out at
5 Willowbrook?
6 A No.
7 Q So at some point he became the director
8 of purchasing when you first evaluated the 20
9 homes and when you and Danny Vinson became the
10 project managers out at Willowbrook?
11 A It really had to do more with the
12 absorption of the Sarasota division into the
13 Fort Myers division. When I went up there to do
14 the evaluation, Fort Myers was in charge of what
15 was once Sarasota, so Jeff Kelley was the vice
16 president of purchasing for Fort Myers. He's the
17 one who handled the purchasing end at that point.
18 When Fort Myers was absorbed by Tampa,
19 Mr. Burlingame was the head of purchasing for
20 Tampa. At that point Jeff Kelley no longer worked
21 for the company, there was not a Fort Myers LLC,
22 so Chad had taken over the purchasing
23 responsibilities at that time.
24 Q And when you did this evaluation of the
25 20 buildings, did anybody go with you or were you

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1 there by yourself?
2 A As I said earlier, Sean Skinner, my
3 counterpart, he was the regional construction
4 manager for the southern region of Fort Myers LLC,
5 him and I went together.
6 Q And that was Sean Skinner's only
7 involvement at Willowbrook, or did he eventually
8 get placed back at Willowbrook at some point?
9 A No, that was his only involvement.
10 Q And other than the deck issues that you
11 described earlier, were there any other issues
12 with the 20 buildings that you saw at that point?
13 A At that point, no.
14 Q At any other point did you have any other
15 issues with the 20 buildings out at Willowbrook?
16 A When I got up there in a regional
17 construction manager capacity, yes.
18 Q What were the issues that you recognized?
19 A BFS had erroneously fabricated wall
20 panels using an incorrect material. They used
21 spruce in lieu of southern yellow pine, which was
22 specified by the engineer of record to be used on
23 the three-ply column separating the windows and
24 the sliding glass door on both the second and
25 third floor balconies.

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1 Q Who is BFS?
2 A Builders FirstSource, I believe. Maybe
3 it was Builders First Choice. We went through
4 vendors up there frequently. I believe it was
5 BFS, Builders FirstSource.
6 Q What did you do about that? You
7 recognized that issue?
8 A Yes.
9 Q What did you do about that issue that you
10 recognized during the construction on these 20
11 buildings?
12 A That day I notified Steve George, who was
13 the division president of the Fort Myers LLC, and
14 I expressed my concerns to him in writing.
15 Q Was that during the six-month period
16 after you did the evaluation of the 20 buildings?
17 A No. That was when I got back up there as
18 a regional construction manager.
19 Q Right. You and Sean Skinner went up
20 there to do the 20-building evaluation prior to
21 you actually being there, and later on you
22 testified there was a six-month period where you
23 were the regional construction manager. What
24 you're describing now was that six-month period as
25 a regional construction manager?

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1 A Yes.
2 Q Were there still deck issues going on in
3 that six-month period?
4 A Not at that time.
5 Q That's when the tile had been placed and
6 at that point there were no leaks going on?
7 A Correct.
8 Q Then when you and Danny Vinson became the
9 two project managers, I think I understood you
10 guys weren't involved in picking the subs. Do you
11 know whether the plans changed from the earlier
12 construction of those 20 buildings you described
13 to when the new construction was going on with you
14 and Danny Vinson?
15 A I don't believe so.
16 Q You were using the same plans from the
17 first start of construction?
18 A Correct.
19 Q Do you know who the engineer of record
20 was when you and Danny Vinson were dual project
21 managers out at Willowbrook?
22 A Silcox Kidwell.
23 Q Then when you and Danny Vinson started
24 doing new construction out at Willowbrook, what
25 was the plan regarding the decks? Were you also

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1 going to use the tile, or was that when you
2 described it got changed to the peel-and-stick?
3 A I don't recall the exact date, but during
4 that time period, yes, there was a transition made
5 from the tile to the peel-and-stick and a paver
6 application.
7 Q So when you and Danny Vinson got back,
8 you guys went back to using the tile. I'm
9 assuming at some point there became issues with
10 the tile starting to leak on those decks?
11 A Correct.
12 Q How long after an issue arose with how
13 the tile was being used to waterproof the decks,
14 after you and Danny Vinson were dual project
15 managers?
16 A When I got up there, Danny had already
17 been up there and they were beginning to
18 experience water intrusion issues at the deck. It
19 was not determined that it was specifically
20 related to the tile or not, but the issue was
21 still there, though.
22 At that time we switched from the crack
23 suppression and the tile to a peel-and-stick with
24 thin inch-and-three-quarter pavers on top of the
25 peel-and-stick.

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1 Q Was that a decision that you and
2 Danny Vinson made, or was that a decision that
3 came from the director of purchasing, to switch to
4 the peel-and-stick material?
5 A Chad is the one who made the decision.
6 Danny and I made a recommendation to have the deck
7 hot mopped with a modified membrane, for there to
8 be a pan for the sliding glass door that was to be
9 supplied by the roofer, some additional flashing
10 protections put in at the knee walls and columns,
11 as well as a modified membrane on the knee wall
12 and column caps.
13 Mr. Burlingame handled the negotiations
14 with the current roofer to determine what was
15 going to be installed, what product, how it was
16 going to be installed. We ended up not using the
17 modified and the peel-and-stick was supplied.
18 Q And let me ask you this: When you and
19 Danny Vinson were making these recommendations,
20 were you making them to the director of
21 purchasing, Chad Burlingame, or were there other
22 people above you that you were making these
23 recommendations to? Was the director of
24 operations involved? Were any regional managers
25 involved in that decision, or was that directly

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1 with the director of purchasing?
2 A It was something that was frequently
3 discussed. It was discussed with all of the folks
4 you just mentioned, at separate occasions,
5 together.
6 Q At the weekly operations meetings?
7 A No. At that point I was no longer,
8 neither was Danny, going to the operations
9 meetings as we were not regional construction
10 managers, but we did express our concerns and
11 opinions to Tom Schramski, who was the regional
12 construction manager.
13 I personally spoke to Chris Ketzler, who
14 was the director of construction. I spoke to
15 Jeff Logsdon, who was the division president for
16 Tampa at the time. And, obviously,
17 Chad Burlingame. And it was discussed at our
18 community team meetings, which was a more
19 localized meeting with the employees in
20 Willowbrook and solely Willowbrook. We met once a
21 week, and what we were going to do with the decks
22 and finishes was something that we discussed. So
23 the recommendation was expressed to all of those
24 people at those various times.
25 Q And these various discussions with these

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1 various people, did anybody take you up on the
2 recommendations you and Danny Vinson were giving
3 them?
4 A We passed on the information. It was
5 noted. Ultimately at the end of the day
6 Chad Burlingame is the one who made the decision
7 on what was going to be used. The recommendation
8 was taken to a certain degree; obviously, not
9 fully.
10 I recommended modified, certain
11 flashings, certain pans for reasons, you know,
12 that I felt that would be the best way to go about
13 doing it from my professional experience.
14 Chad and the roofer ultimately decided
15 that the peel-and-stick was what was going to be
16 used. So they did heed some of the warning and
17 the recommendation. What we did in the end result
18 was not quite what I recommended.
19 Q Was there some type of cost analysis that
20 was used by the director of purchasing, or
21 anybody, to determine your recommendations of
22 modified compared to the peel-and-stick? Was
23 there any type of cost analysis which would cost
24 more?
25 A I would be speculating if I assumed what

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1 the conversation was between Mr. Burlingame and
2 the principals at Millard Roofing. I was not
3 privy to any of that.
4 Q And at that point my client,
5 Millard Roofing, was the roofer that they were
6 discussing the peel-and-stick issue with?
7 A Yes.
8 Q When had you first dealt with
9 Millard Roofing prior to this issue regarding the
10 peel-and-stick being used?
11 A When I came back up to Willowbrook in a
12 project manager/superintendent capacity. At that
13 time prior to me getting up there, but not long
14 before, Millard was awarded the contract of
15 handling the roofing duties in Willowbrook.
16 I had some conversations with some people
17 at Millard regarding what my thoughts were on how
18 to seal up the decks and what were to be done but,
19 you know, ultimately they're not going to follow
20 my recommendations, they're waiting to take their
21 orders from Chad. He's the one who discusses
22 pricing, payment, the contract, the scope of work.
23 Q Do you know who Millard Roofing replaced
24 out at Willowbrook?
25 A I don't recall.

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1 Q Was there another roofing company that
2 you worked with out at Willowbrook prior to
3 Millard Roofing getting onboard?
4 A Yes. I don't recall who the roofer was,
5 though.
6 Q Do you know how many buildings this
7 unknown roofer did prior to Millard Roofing
8 getting on the job at Willowbrook?
9 A If my memory serves me correctly, the
10 initial 20 that we spoke of earlier.
11 Q Okay. I understand there was an initial
12 20 buildings done by a different roofer, but when
13 you and Danny Vinson started back up at
14 Willowbrook, I think you testified that there was
15 a couple other buildings other than that 20 that
16 had been started. Was that started by a different
17 roofer than Millard Roofing, or after the 20
18 Millard Roofing was involved?
19 A I believe after the 20 Millard Roofing
20 was involved.
21 Q When you and Danny Vinson got involved,
22 was there an actual scope of work for the
23 waterproofing of the decks in place?
24 A No.
25 Q Okay.

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1 A Not that I had.
2 Q Okay. What were the instructions to the
3 subcontractors when there wasn't an actual scope
4 of work for the waterproofing of the decks?
5 MR. COGBURN: Form.
6 You can answer.
7 THE WITNESS: I don't think there was a
8 specific scope of work at the time. At that
9 time we were still determining what we needed
10 to do, because clearly we still had some
11 issues.
12 I made my recommendations; Chad spoke to
13 the principals at Millard. They were
14 instructed to apply the peel-and-stick to the
15 deck floor itself, to flash certain areas at
16 the sliding glass door, and to provide and
17 install a seamless pan prior to the
18 installation of the sliding glass doors.
19 BY MR. KOPACZ:
20 Q And you advised that you wanted a
21 seamless pan installed?
22 A Yes.
23 Q Who was going to provide this pan that
24 you speak of?
25 A Millard.

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1 Q Was that something that would have been
2 in any invoices, or was that something that they
3 were going to do pro bono for KB Home?
4 MR. COGBURN: Form.
5 THE WITNESS: No, that would have been
6 part of the dealings that they had with Chad,
7 which they did put the pans in. The pans were
8 installed.
9 BY MR. KOPACZ:
10 Q Okay. Do you know if there was ever a
11 scope of work created by anybody with KB Home as
12 to the installation of the waterproofing of the
13 decks at Willowbrook?
14 A Well, yes, the scopes of work for some of
15 the other vendors did touch on the sealing of the
16 decks: painters, Tyvek installers, stucco
17 installers, framers. I mean, there's all mention
18 of the deck.
19 As far as the roofer goes there was
20 specific instructions, if I remember correctly, in
21 their scope of work that they were to provide. It
22 was not detailed on how they would get to the end
23 point, but that they were responsible for
24 waterproofing the decks. The scope of work is a
25 general scope of work that lays out what their job

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1 responsibilities are. It doesn't necessarily tell
2 you specifically what product to use or how it's
3 to be installed. It's supposed to be installed
4 correctly. The scopes of work are very general.
5 Q I understand that.
6 So your testimony is all roofing subs out
7 at Willowbrook would have had some type of
8 waterproofing-of-decks responsibility?
9 A Yes.
10 Q So it's your position that there's no
11 roofers out at Willowbrook that would have only
12 done the roofs?
13 A Not under my tenure. Possibly during the
14 times that I was not there when they used the
15 fiberglass system, but then again, I wasn't there
16 for that so I really couldn't speak intelligently
17 as to who was responsible for what at that time.
18 Q And this peel-and-stick membrane that was
19 brought to Chad Burlingame's attention, was it a
20 one-ply or two-ply system that Millard was
21 suggesting, or do you remember?
22 A I don't recall.
23 Q Do you know what type of product was
24 going to be used to waterproof the decks by
25 Millard?

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1 A Other than it was a peel-and-stick
2 product in combination with metal flashing, no.
3 Q And when you and Danny Vinson were the
4 project managers out at Willowbrook, were the
5 plans and specifications given to the subs at that
6 point?
7 A I'm sorry, I'm not following you.
8 Q The plans and specs for the job, were
9 those kept on the job, or were they provided to
10 each subcontractor who got awarded a contract out
11 at Willowbrook?
12 A Both.
13 Q You physically, you and Danny Vinson,
14 would hand the plans and specifications to each
15 individual subcontractor?
16 A If they needed them. I mean, there's
17 always -- in every permit board I mean it's
18 standard. There's a set of blueprints specific to
19 that building with all the specifications on them
20 there on-site at all times, as well as if a
21 subcontractor asked for a set of prints they were
22 given a set of prints.
23 In addition to that, obviously for any
24 one of the subcontractors, regardless of who they
25 were or what their job duties were, clearly for

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1 them to agree upon doing the work they would have
2 had to review a set of prints and agree to pricing
3 with Chad.
4 Q You assume that they would actually
5 review the plans and specifications with
6 Chad Burlingame?
7 MR. COGBURN: Form.
8 I'm objecting to the form, but you can
9 answer the question.
10 THE WITNESS: I have been doing this for
11 15 years and I can't imagine someone -- that's
12 standard procedure. I mean, how would you
13 agree to a price of work without knowing what
14 you're doing? Clearly, you would have to look
15 at the blueprint and determine what was
16 involved, what it was going to cost you, submit
17 your proposal to purchasing, and come to terms
18 on pricing.
19 BY MR. KOPACZ:
20 Q And did the plans and specifications
21 detail out exactly what type of product was going
22 to be used on these decks?
23 A No.
24 Q I believe you testified that you recall
25 Silcox Kidwell being the engineer of record. At

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1 some point in your tenure did that ever change?
2 A Not to my knowledge.
3 Q So you're unaware of a new engineer of
4 record doing a different set of plans and
5 specifications for Willowbrook?
6 A Correct.
7 Q How many buildings did you and
8 Danny Vinson build at Willowbrook after you guys
9 were both project managers?
10 A Roughly 12.
11 Q Do you know which ones they are?
12 A The 38 through 43, 44 through 48,
13 possibly 19 and 18.
14 Q And how long did you and Danny Vinson run
15 the Willowbrook project for?
16 A Roughly a year.
17 Q Did you and Danny Vinson split which
18 buildings you guys were responsible for, or were
19 you both responsible for all the buildings?
20 A We equally shared the responsibilities
21 for the community.
22 Q And you and Danny Vinson, were you guys
23 both there on a day-to-day basis at Willowbrook
24 for that year?
25 A Yes.

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1 Q And at some point did the roofing
2 contractor for the waterproofing change from
3 Millard to a different sub?
4 A Not during the year that Danny and I were
5 there together.
6 Q Millard Roofing's the only roofer that
7 you remember being on the project?
8 A Correct.
9 Q How involved were you with the actual
10 overseeing of the installation of the
11 waterproofing membrane on the decks at
12 Willowbrook?
13 A Well, obviously, as the construction
14 manager tasked with the neighborhood, we handled
15 scheduling and that the job was ready for the
16 roofer and that, you know, the roofer was complete
17 before the windows went in; but, I mean, you have
18 to rely on the licensed professionals that are
19 doing the work for you that they're -- I mean,
20 they are licensed professionals, so it's an
21 understanding that the roofer is competent enough
22 to install his products on the deck correctly.
23 So, no, I didn't stand there while the crew was
24 applying the peel-and-stick and doing flashing.
25 I mean, it was my job to tell him when he

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1 needed to be there and to make sure it was ready
2 for him when he was there, and obviously I
3 inspected it when he was done, but I wasn't there
4 standing over there watching them do the work.
5 Q This peel-and-stick, were the pavers
6 placed on top of the peel-and-stick?
7 A Correct.
8 Q Which sub did the placing of the pavers?
9 A I don't recall. Whomever the contractor
10 was that handled the pavers for us at that time.
11 I don't remember the name of the company.
12 Q Did you guys have different paving
13 contractors that would do the installation of the
14 decks?
15 A No. It would have been the same paver
16 contractor, but with my tenure at KB I probably
17 used a dozen different paver contractors. I can't
18 recall who specifically was there doing the pavers
19 at Willowbrook.
20 Q Were there different types of pavers
21 being used to be placed over this peel-and-stick
22 membrane?
23 A They were different from what we used on
24 the driveways, but not different from deck to
25 deck. What we used on the decks was the same,

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1 consistent.

2 Q And were these pavers to be used only for

3 the decks? I mean, were they pavers designed to

4 be placed over a peel-and-stick membrane?

5 A They're remodeling pavers, they're

6 made to be -- they're designed to go over

7 different surfaces. They don't specify what

8 surfaces they should be placed over.

9 Q Should they be placed over peel-and-stick

10 membrane?

11 A My opinion was no.

12 Q And Millard Roofing, as the waterproofing

13 sub, they have no ability to control what's going

14 to be placed on the project; is that accurate?

15 A Yes.

16 Q And would you actually inspect and review

17 after the waterproofing membrane was applied prior

18 to the paving contractor getting on the job site?

19 A Yes.

20 Q And based on your knowledge, was the

21 peel-and-stick membrane installed incorrectly by

22 Millard on any buildings that you inspected?

23 A It's hard to say. I mean, with a product

24 like that there's a lot of potential for concealed

25 deficiencies that, without tearing it apart and

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1 damaging the work that's there, you can't tell

2 what was done. I can't see what's under the

3 flashing.

4 There's certain things you can check for:

5 how things were lapped, if there's bubbles or

6 fishmouths. I did have times where I had to call

7 Millard back because I wasn't happy with the way

8 they installed the peel-and-stick in certain areas

9 or the way they installed the flashing in certain

10 areas or the sliding glass door pan.

11 Q And would Millard come out and correct

12 any deficiencies that you pointed out to them?

13 A Yes.

14 Q The buildings that were constructed by

15 you and Danny Vinson, did the pitch of the actual

16 deck change at any point?

17 A I believe the pitch was increased. And

18 not that the pitch was increased, the pitch was

19 applied per plan.

20 Prior to me going up there and Danny

21 going up there, in the original construction of

22 the homes we spoke about earlier that had the

23 initial water intrusion problems, the decks were

24 not framed per plan, so they were -- the plan

25 called for, I believe, a quarter inch of fall per

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1 foot of deck and they were essentially installed

2 pretty much flat.

3 So when the issue came up about the water

4 intrusions, one of the things that was discussed

5 was the pitch. And it's not that it was not on

6 the plan, the framer who installed the deck on the

7 initial buildings did not adhere to the plan and

8 did not have the deck with the proper pitch.

9 After having the issues that we had on

10 those initial buildings, there was a lot of

11 discussion about that and at that point it was on

12 everyone's radar to ensure that the pitch was

13 there per plan as designed by the EOR.

14 Q Were some of those decks back pitched,

15 actually?

16 A I really couldn't say.

17 Q You don't remember if any were back

18 pitched, the 20 buildings that you had originally

19 evaluated?

20 A No. I don't recall if they were back

21 pitched or not. They were pretty flat, but I

22 don't know if they were back pitched.

23 Q And the buildings you and Danny Vinson

24 constructed, was it flat pitched at that point, or

25 how was the pitch of those decks?

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1 A Per plan.

2 Q And what did the plan call for?

3 A I believe a quarter inch per foot.

4 Q The Silcox Kidwell plans?

5 A Yes.

6 Q No other plans were used by you and

7 Danny Vinson when you constructed the buildings in

8 Willowbrook?

9 A Not by me. I don't know if changes were

10 made, you know, after I was relieved of my

11 position at KB Home and Danny was still out there.

12 While I was there Silcox Kidwell was the EOR.

13 Q In your experience, did you notice any

14 ponding of water on any of the decks which caused

15 the water intrusion?

16 A No.

17 Q You never saw ponding of water anywhere?

18 A No.

19 Q So the original 20 that you evaluated

20 with the tile, there was no issue with there being

21 water ponding on the decks?

22 A No.

23 Q Was Willowbrook the first condominium

24 project you had worked on for KB Home?

25 A For KB Home I also worked in Bayshore,

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1 which was a multifamily product, but I believe it
2 was classified under residential multifamily
3 townhomes. The association wasn't set up as a
4 condominium association.
5 Q Right. So Willowbrook was the first
6 condominium project you had worked on for KB Home?
7 A Yes.
8 Q While you worked at KB Home, did you
9 obtain your general contractor's license?
10 A Yes.
11 Q Is that something that KB Home paid for?
12 A No.
13 Q That was something you just did?
14 A Yes.
15 Q What year did you obtain your general
16 contractor's license?
17 A '06 or '07. I think '06.
18 Q Did you pull any of the permits for
19 Willowbrook?
20 A I did.
21 Q How many permits did you pull? Which
22 buildings did you pull the permits on?
23 A I didn't necessarily pull permits for,
24 you know, some of the buildings, but I was listed
25 as the qualifier for those buildings. The permits

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1 had already been pulled, but needing a qualifier
2 the license holder was switched on the permits
3 that were already under construction from
4 Marshall Gray, who was the division president for
5 Tampa who was no longer with Tampa, to my license.
6 There might have been a few permits that
7 were actually pulled from the county under my
8 license, but I don't recall which ones. They
9 would be some of the ones on Black Walnut Way, the
10 39 through 43 and 44 through 48 that we discussed.
11 Q So that's eight of the buildings you
12 pulled the permits and you were the qualifier for?
13 A Yes.
14 Q At some point did you stop qualifying any
15 of the buildings out at Willowbrook?
16 A I don't recall when I was qualifying
17 these, at what point. It was when I was with the
18 Fort Myers LLC and we absorbed Willowbrook from
19 the Sarasota division -- I was not the one who did
20 the actual transfer of the permits over --
21 basically anything at that point that did not have
22 a certificate of occupancy was transferred to my
23 license.
24 Q As a license holder, or the person that
25 qualifies the buildings, what type of duties and

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1 responsibilities do you have to follow the Florida
2 Building Code?
3 MR. COGBURN: Form.
4 THE WITNESS: Your responsibility is
5 primarily to follow the Florida Building Code.
6 BY MR. KOPACZ:
7 Q Is that a responsibility that you or
8 KB Home can delegate out to the subs on the job?
9 MR. COGBURN: Form.
10 THE WITNESS: Well, ultimately the
11 qualifying agent is responsible for the overall
12 product itself. However, there are certain
13 aspects of the construction that those duties
14 are delegated to licensed subcontractors. For
15 instance, the plumber, the electrician, the
16 HVAC company, the roofer, those are all people
17 who hold specialty licenses, so, although you
18 are the person qualifying the overall
19 construction and the overall permit, those
20 specialty contractors through their licensure
21 are responsible for their respective part of
22 the building.
23 BY MR. KOPACZ:
24 Q And the roofing contractor, their license
25 is actually the roof, they don't have a dual

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1 license where they're responsible for building
2 code compliance to the actual decks themselves; is
3 that accurate?
4 MR. COGBURN: Form.
5 THE WITNESS: They're not responsible for
6 the structure of neither the roof nor the deck.
7 They're responsible to adhere to Florida
8 Building Code and ASTM standards with whatever
9 areas it is that they are being contracted to
10 work on whether it be the deck or the roof.
11 BY MR. KOPACZ:
12 Q But a sub can be a waterproofing
13 contractor and not be a roofer?
14 A That's a true statement, yes.
15 Q At any time did you guys change from the
16 peel-and-stick on the decks during your tenure at
17 Willowbrook?
18 A No.
19 Q What about pavers, were those ever
20 changed back to tile, or when you were out there
21 was it always the pavers over the peel-and-stick
22 membrane?
23 A It was pavers over the peel-and-stick
24 membrane.
25 Q And when you would observe the

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1 installation of the waterproofing of the decks out
2 at Willowbrook, you mentioned you also had issues
3 with some of the flashing that Millard did. What
4 were the issues with the flashing that you
5 recognized?
6 A Just the overall installation of the
7 flashing. Various different reasons: some of it
8 was I just didn't think it was lapped properly,
9 some of it I thought wasn't bedded properly, some
10 of it I didn't like the way the pan was installed,
11 you know, I thought it left a potential for a
12 water intrusion.
13 Basically inspecting the quality of
14 installation of the flashing there were some times
15 where I felt some things could have been done
16 better, some things would have left potential for
17 a water intrusion, so, like I said earlier, I
18 notified Millard and they came out and took care
19 of it.
20 Q They fixed all the flashing areas that
21 you identified to them?
22 A I believe so, yes.
23 Q You testified earlier that you made some
24 recommendations regarding additional flashing at
25 the decks at Willowbrook. What additional

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1 flashings had you recommended?
2 A Well, I recommended that at the knee
3 walls and columns that the tops be flashed with a
4 hot mop, modified, that metal flashings be used at
5 the bases of both knee walls, and wrapping the
6 columns in its entirety at the base.
7 Q And did KB Home allow that recommendation
8 to go forward?
9 A Not in its entirety, no.
10 Q And it's your opinion that the
11 peel-and-stick wasn't going to work on these decks
12 to waterproof them?
13 A Correct.
14 Q Is there a way that you can install this
15 peel-and-stick waterproofing to prevent the water
16 intrusion that eventually took place at the
17 majority of the decks out at Willowbrook?
18 MR. COGBURN: Form.
19 THE WITNESS: I was not there for that
20 second half of the project nor did I see the
21 ones that I constructed be remediated, so I am
22 not aware as to what caused the leaks or what
23 didn't cause the leaks. I don't think it's one
24 specific thing. My thought process is that
25 it's a combination of products and applications

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1 that would prevent the water intrusion.
2 BY MR. KOPACZ:
3 Q Do you think instead of a one-ply
4 peel-and-stick a two-ply peel-and-stick would have
5 been better?
6 A I think a two-ply would have been better.
7 That was not my recommendation. I still didn't
8 feel that that would be sufficient for that
9 application.
10 Q And Chad Burlingame made the ultimate
11 decision whether it be a one-ply or two-ply to be
12 used on the decks at Willowbrook and that was
13 Chad Burlingame's sole decision?
14 A Yes.
15 MR. COGBURN: Form.
16 BY MR. KOPACZ:
17 Q And Millard Roofing couldn't go out there
18 and put on another product that wasn't approved by
19 KB Home and/or Chad Burlingame; correct?
20 MR. COGBURN: Form.
21 THE WITNESS: I can't speak to what
22 Millard Roofing could or couldn't have done. I
23 mean, those were negotiations that were handled
24 between the two of them. They came to terms
25 with Chad Burlingame on what was going to be

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1 installed. I mean, I suppose they didn't have
2 to.
3 As a licensed contractor myself, if
4 someone wanted to solicit my work and asked me
5 to do something that as a licensed contractor
6 and a licensed professional I felt was unsafe
7 or inadequate that wouldn't work down the road,
8 it's my duty and responsibility as a contractor
9 to say, I'm sorry, I can't accept your work
10 because I don't feel that this is adequate.
11 So what conversations went on between
12 Millard and Mr. Burlingame, as I said before, I
13 wasn't privy to, so I don't know what was
14 discussed or what was not discussed.
15 BY MR. KOPACZ:
16 Q But you as a licensed general contractor,
17 you didn't think the peel-and-stick system was
18 going to work, but you went forward with that
19 system as well; is that accurate?
20 A Actually, I switched over the permits
21 from my license so I was no longer the -- when
22 those disagreements in product and procedure
23 occurred, I actually removed my license from those
24 permits and was no longer the qualifier for those
25 permits. Those permits were then put under

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1 George Glance's license, who was the division
2 president for the Orlando division who was -- at
3 that time, when I was back up there, Tampa was
4 absorbed by Orlando, so George was the license
5 holder.
6 But I did object to some of the things
7 and that's why I revoked my license from the
8 permits. Yes, I continued to work for KB Home,
9 but not as the qualifying agent, not as the
10 license holder, as a superintendent. I typically
11 don't agree with everything that the builder I
12 work for necessarily does. I don't design the
13 homes, I don't pick out what goes in them, but
14 it's my job to enforce what's been designed and
15 specified by the engineer and the builder.
16 Q And after you transferred your license or
17 George Glance became the qualifier, how many
18 buildings did you continue to oversee, inspect,
19 approve of regarding the peel-and-stick and the
20 paver application out at Willowbrook?
21 A The same 12 that we discussed earlier.
22 Q I think you said you qualified eight, but
23 then you worked on 12, so the additional four?
24 A Well, I qualified more than eight. Like
25 I said before, when I took over responsibilities,

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1 I was the qualifier for the Fort Myers LLC. The
2 Fort Myers LLC took over the Willowbrook community
3 from the Sarasota division. At that time,
4 Marshall was the license holder for all the
5 permits in Willowbrook. We switched all of those
6 permits over to my license, which would include
7 Buildings 1 through 4, 5 through 7, I believe 17
8 through 19, 39 all the way around through 51.
9 Those were homes that were some of them in various
10 stages of construction, some of them were in the
11 punch-out stages, some of them were in the framing
12 stages, various stages of construction.
13 The permits that were actually pulled
14 prior to construction under my license would have
15 been on Black Walnut Way. And it might not be all
16 of the 39 through 48, maybe it was two-thirds of
17 them. I don't really recall which ones were
18 permitted from the start under my license.
19 But, yes, I did revoke my license while I
20 was out there during the construction of Buildings
21 39 through 48, maybe one or two others, and I
22 continued on as the project manager just not as
23 the license holder.
24 Q But it's fair to say that at least some
25 of the buildings you were the qualifier and you

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1 approved the installation of the peel-and-stick
2 and the paver application on the decks?
3 A No. I removed my license before any of
4 those were completed.
5 Q The buildings themselves?
6 A The buildings themselves.
7 Q What about the installation of the
8 peel-and-stick?
9 A I don't recall at what stage I pulled my
10 license in those. I can tell you before the
11 certificate of occupancies were issued and the
12 homes were wrapped up and homeowners were moving
13 in them, my name was off the permit.
14 Q Okay. This discussion regarding the
15 peel-and-stick, did you have that discussion with
16 any employees of Millard Roofing before the issue
17 got raised to Chad Burlingame?
18 A Absolutely.
19 Q Did you voice it to them that you didn't
20 agree with the peel-and-stick and they should
21 change the application of the waterproofing at the
22 decks?
23 A Absolutely.
24 Q And how many conversations did you have
25 with Millard? Who with Millard did you have these

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1 conversations with?
2 A I don't remember the people's names. I
3 spoke to the foreman from Millard. I spoke to --
4 and I don't recall her name, but there was a young
5 lady in the office who was -- I guess she handled
6 Millard's estimating and purchasing. She's the
7 one who had direct communications with Chad
8 Burlingame regarding the matter. Her, myself, and
9 Danny Vinson had several conversations regarding
10 what was to be installed on the decks. And I was
11 very clear about using the modified and the hot
12 mop as opposed to the peel-and-stick, but
13 ultimately, you know, I mean we all kind of ended
14 the conversation with, you know, that will be a
15 decision Chad has to make.
16 Q And Chad made the ultimate decision to
17 stick with the peel-and-stick?
18 MR. COGBURN: Form.
19 THE WITNESS: Correct.
20 BY MR. KOPACZ:
21 Q And after you left Willowbrook, did you
22 get transferred to a different project at that
23 point?
24 A No, I did not. I was actually relieved
25 of my duties with KB Home while I worked in

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1 Willowbrook.
2 Q And why did you get relieved of your
3 duties at KB Home?
4 A Well, I mean, I'm sure you're aware
5 through discovery there was some disagreements
6 between myself and KB Home regarding some of the
7 construction issues. I was actually officially
8 let go in a reduction in force that occurred in
9 the Tampa market through the Orlando division.
10 Q What building were you working on at the
11 time you got relieved of your duties at
12 Willowbrook?
13 A That's when we were -- I don't remember
14 which building and what units closed, but the
15 units on Black Walnut Way, the ones we discussed,
16 39 through 48, some of them had just closed, some
17 of them were wrapping up. Buildings 37 and 38
18 were still under construction and closer to the
19 end stages. At that point I was relieved of my
20 duties.
21 Q Was Danny Vinson still working with you
22 at the time you were relieved of your duties?
23 A Yes.
24 Q Do you know who replaced you out at
25 Willowbrook?

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1 A No one.
2 Q So Danny Vinson finished up the project?
3 A I would be speculating. I don't know if
4 Danny finished the project or not. I know there
5 was a time when Danny was the sole project
6 manager/superintendent in that area. I believe
7 that Danny left and some other personnel came in;
8 how many and who they were, I couldn't speak to.
9 Q And at any point in time when you and
10 Danny Vinson were out there as the two project
11 managers, were there any points where
12 superintendents were placed out at Willowbrook?
13 A I'm sorry. When Danny and I were there
14 together?
15 Q Yes.
16 A No, there were no other superintendents.
17 There were some times when we did have a very busy
18 end of the year when we were closing again those
19 buildings on Black Walnut Way. At the time
20 Cathy Burford was a customer service
21 representative still handling some of the stuff
22 down in Fort Myers. She came up to assist us with
23 the glut of walk-throughs that we had. We just
24 didn't have enough staffing to cover it, so she
25 came up and helped us.

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1 Q And Cathy Burford is with the customer
2 service department?
3 A Cathy Burford was with the customer
4 service department. She was actually part of the
5 reduction in force where I was let go. After that
6 point, I think she did some work on Chinese
7 drywall remediation as a subcontractor for
8 KB Home, and it's my understanding that
9 Ms. Burford is currently reemployed by KB Home
10 handling the communities in the Port Charlotte
11 area.
12 Q Do you know what communities
13 Cathy Burford worked on regarding what you refer
14 to as the Chinese drywall issues?
15 A Multiple communities.
16 Q Was Willowbrook one of the communities
17 that had the Chinese drywall issues?
18 A Not to my knowledge.
19 Q So you don't know one way or the other
20 whether Willowbrook had issues with Chinese
21 drywall?
22 A I don't believe so.
23 Q And after you left, who was your direct
24 report who relieved you of your duties out at
25 Willowbrook?

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1 A Jeff Logsdon.
2 Q Who did Jeff Logsdon report to?
3 A Vince. I don't recall Vince's last name.
4 Q Dupree?
5 A Yes -- no. I think you're referring to
6 Darren Dupree.
7 Q Okay.
8 A I don't remember Vince's last name, but
9 he was the regional manager for the East Coast of
10 the United States.
11 Q After you got let go from the Willowbrook
12 job and KB Home, did you ever go back out to the
13 Willowbrook project?
14 A No.
15 Q Have you been out there since being
16 relieved of your duties at KB Home?
17 A No.
18 Q Before you were removed from Willowbrook,
19 had there been any water intrusion issues
20 regarding the decks in the buildings that you and
21 Danny Vinson had worked on?
22 A I believe there was a few that might have
23 had a small water intrusion, nothing to the point
24 of ripping the decks apart. A common water
25 intrusion, you know, window type leak or something

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1 that's not uncommon in the industry.
2 Q Did Manatee County require any
3 inspections of the decks during original
4 construction at Willowbrook?
5 A Manatee County did not have a specific
6 inspection for the decks.
7 Q So KB Home would have been the only
8 entity that would have inspected the decks?
9 MR. COGBURN: Form.
10 THE WITNESS: No. There was a
11 third-party consultant group, WCPC, who was
12 hired by KB Home to do third-party inspections.
13 BY MR. KOPACZ:
14 Q And that was during the time you and
15 Danny Vinson were project managers?
16 A Yes. That was actually just standard.
17 It was before I got there, it was just something
18 KB did.
19 Q What type of inspections did WCPC
20 perform?
21 A Primarily water intrusion.
22 Q Did WCPC bring it to anybody with
23 KB Home's attention regarding the peel-and-stick
24 venues on the decks?
25 A I don't recall.

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1 Q Did WCPC approve the use of the
2 peel-and-stick on the decks?
3 A I don't think they were ever asked to
4 approve or disapprove.
5 Q Well, they were performing inspections
6 just for completeness?
7 A It wasn't a specific deck inspection, it
8 was an overall water intrusion inspection, Tyvek,
9 things of that nature.
10 Q Okay. Was WCPC called out during the
11 actual construction of the waterproofing of the
12 decks?
13 A No, they didn't do specific in-progress
14 inspections. They came prior to the home being
15 stuccoed and they came once the home was complete.
16 Q Do you know who Ruben O'Neill is?
17 A I do.
18 Q Who is Ruben O'Neill?
19 A Ruben O'Neill was the regional human
20 resources employee for KB Home.
21 Q What was your interaction with
22 Ruben O'Neill, if any, out at Willowbrook?
23 A Specific to Willowbrook?
24 Q Yeah.
25 A Ruben and I had a meeting in Willowbrook

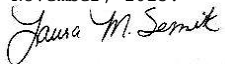
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1 to discuss some of the goings-on regarding the
2 three-ply column situation that I referenced
3 earlier with the spruce versus the southern yellow
4 pine.
5 Q Did you and Ruben discuss anything
6 regarding the decks and the waterproofing out at
7 Willowbrook?
8 A Briefly.
9 Q What were the discussions, if you recall?
10 A I don't really remember. It was a long
11 time ago. I mean, the basis of our conversation
12 was discussing another matter.
13 MR. KOPACZ: That's all I have. I'm sure
14 they have some questions.
15 MR. REYNOLDS: It's 12:15. Do you want
16 to break, get something to eat.
17 (Discussion off the record.)
18 (Recess taken from 12:14 p.m. to
19 1:21 p.m.)
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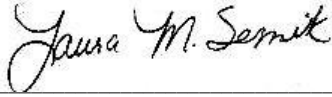
CERTIFICATE OF REPORTER

1 STATE OF FLORIDA)
2 COUNTY OF HILLSBOROUGH)
3
4
5 I, Laura M. Semik, Registered Professional
6 Reporter, certify that I was authorized to and did
7 stenographically report the deposition of
8 MATTHEW BROWN; pages 1 through 87; that a review
9 of the transcript was requested; and that the
10 transcript is a true record of my said
11 stenographic notes.
12 I further certify that I am not a relative,
13 employee, attorney, or counsel of any of the
14 parties, nor am I a relative or employee of any of
15 the parties' attorneys or counsel connected with
16 the action, nor am I financially interested in the
17 action.
18 Dated this 1st day of November, 2015.
19
20
21
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25



Laura M. Semik, RPR

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1 CERTIFICATE OF OATH
2
3 STATE OF FLORIDA)
4 COUNTY OF HILLSBOROUGH)
5
6
7 I, Laura M. Semik, Registered Professional
8 Reporter, Notary Public, State of Florida at
9 Large, certify that MATTHEW BROWN personally
10 appeared before me on October 22, 2015 and was
11 duly sworn.
12
13 Signed this 1st day of November, 2015.
14
15 
16
17
18 Laura M. Semik, RPR
19 Notary Public, State of FL
Commission No. EE 844129
Expires: 02/06/2017
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1 DEPOSITION ERRATA SHEET
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18 SIGNATURE: _____ DATE: _____
19 MATTHEW BROWN
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1 DEPOSITION ERRATA SHEET
2
3 Our Assignment No. J0175826
4 Case Caption: KB Home vs. A&D, et al.
5
6
7 DECLARATION UNDER PENALTY OF PERJURY
8
9 I declare, under penalty of perjury, that I
10 have read the entire transcript of my Deposition
11 taken in the captioned matter or the same has been
12 read to me, and the same is true and accurate,
13 save and except for changes and/or corrections, if
14 any, as indicated by me on the DEPOSITION ERRATA
15 SHEET hereof, with the understanding that I offer
16 these changes as if still under oath.
17
18
19 Signed on the ____ day of _____, 20__.
20
21
22 _____
23 MATTHEW BROWN
24
25

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1 DEPOSITION ERRATA SHEET
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18 SIGNATURE: _____ DATE: _____
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